

FOR COUNTY USE ONLY



County of
San Bernardino

FAS

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dent JOB	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
County Department Jobs and Employment Services			Dept. Orgn. JOB		Contractor's License No.		
County Department Contract Representative Barbara Halsey, Interim Director			Telephone (909) 433-3330		Total Contract Amount \$101,130		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: Fee for Service (Referrals) _____							
Commodity Code		Contract Start Date 08/01/03	Contract End Date 09/30/05	Original Amount \$101,130	Amendment Amount		
Fund SAC	Dept. JOB	Organization NWI2	Appr. 300	Obj/Rev Source 3806	GRC/PROJ/JOB No. RIVRTC	Amount \$101.130	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
NWI-RTC			03-04	\$28,894			
San Bernardino Community			04-05	\$57,789			
College District - SBVC			05-06	\$14,447			
Contract Type -							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

San Bernardino Community College District

hereinafter called Contractor

Address

114 S. Del Rosa Drive

San Bernardino, CA 92408

Telephone

(909) 382-4000

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to provide instructional services for Nurse Workforce Initiative-Regional Training Collaborative (NWI-RTC) participants that will promote entry level employment and career development in the nursing field to address the regional nursing shortages;

WHEREAS, County has been allocated funds under the Nurse Workforce Initiative-Regional Training Collaborative Grant to provide such services;

WHEREAS, County finds San Bernardino Community College District qualified to provide instructional services;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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I. CONTRACT SPECIFICATIONS

A. Representatives are:

1. Contract Administrator: San Bernardino County, Jobs and Employment Services Department (JESD)

Representative: Linda Foster, Administrative Services Manager
Address: 215 North D Street, Suite 201, San Bernardino, CA 92415
Phone Number: (909) 381-7908
Fax Number: (909) 381-7995

2. Contract Office: Workforce Investment Business Resource Office

Representative: Beverly Wilson, Employment Services Manager
Address: 215 North D Street, Suite 201, San Bernardino, CA 92415
Phone Number: (909) 381-7981
Fax Number: (909) 381-7995

3. Contractor: San Bernardino Community College District (SBCCD)

Administrative Office Address: 114 S. Del Rosa Drive, San Bernardino, CA 92408
Phone Number: (909) 382-4000
Fax Number: (909) 382-0174
Representative: Raymond Eberhard, Business Manager
Federal ID# 95-6002754 State ID#

Training/Service Site(s):

AGENCY	ADDRESS	TELEPHONE – FAX	CONTACT PERSON
San Bernardino Valley College	701 S. Mt. Vernon Ave. San Bernardino, CA 92410	(909) 384-4400 FAX (909) 885-7312	Marilyn L. Johnson, Dean, Health Sciences
Arrowhead Regional Medical Center	400 N. Pepper Ave Colton, CA 92324	(909) 580-1312	Debbie Lamb Director of Education
Ballard Rehabilitation Hospital	1760 W. Sixteenth St. San Bernardino, CA 92411	(909) 473-1295	Chris Bauman, RN Senior Charge Nurse
Community Hospital of San Bernardino	1805 Medical Center Dr. San Bernardino, CA 92411	(909) 887-6333 X1481	Rosilyn Nolan Director of Education

AGENCY	ADDRESS	TELEPHONE – FAX	CONTACT PERSON
Loma Linda University Medical Center	11234 Anderson St. Loma Linda, CA 92354	(909) 558-4000 X45165	Gweneth Wysocki, Manager Academic Relations
Redlands Community Hospital	350 Terracina Blvd. Redlands, CA 92373	(909) 335-5500 X6391	Paula Miceli Director of Education
St. Bernardine Medical Center	2101 N. Waterman Ave. San Bernardino, CA 92411	(909) 883-8711	Rosilyn Nolan Director of Education

- B. Contract Number:
- C. Contract Type: Cost Reimbursement
- D. Funding Source(s): Funding of this Contract is subject to the continuing availability of funds provided to San Bernardino County from the Nurse Workforce Initiative – Regional Training Collaborative Grant as supported by the Governor's 15% discretionary Workforce Investment Act funds.
- E. The Contractor shall operate a County of San Bernardino JESD program in accordance with the Contract as approved by the San Bernardino County Board of Supervisors and as set forth in the Nurse Workforce Initiative – Regional Training Collaborative Grant, which is incorporated into this Contract herein by this reference.
- F. This Contract, consisting of 24 total pages, is the full and complete document describing services to be rendered by Contractor including all covenants, conditions, and benefits.
- G. No alteration or variation of the terms of this Contract shall be valid unless made in writing and approved by the San Bernardino County Board of Supervisors. Any oral understanding or agreement not incorporated herein shall not be binding on the parties hereto. Only authorized representatives of both parties shall sign any modifications, alterations or variations made.
- H. JESD funds available through this Contract may not be used for any of the following activities:
1. Those of a religious nature, i.e., religious worship, instruction, or proselytization.
 2. Assisting, promoting or deterring union organizing activities.
 3. Inducing the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.
 4. Promoting or funding any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
 5. Instituting legal proceedings or legal disputes against the County or its official representatives.

II. TERM OF CONTRACT:

- A. Contract Period: The term of this Contract shall commence on August 1, 2003, and end on September 30, 2005, unless otherwise indicated by a formal notice or amendment. This Contract is not renewable.
- B. Either party may terminate this Contract without cause upon giving the other party at least thirty (30) calendar days' advance notice of the termination. The Associate County Administrator, Economic Development and Public Services Group, is authorized to exercise the County's rights with respect to any termination of this Contract.

III. DEFINITIONS:

Term	Definition
730 Referral Form	The 730 Referral Form is used to refer JESD participants to contracted service providers for possible enrollment in approved activities. The 730 Referral Form will provide the Contractor(s) with information pertaining to a JESD participant's skills, interests, abilities, training goals and supportive services needs.
Assessment	Assessment consists of an appraisal of a participant's work history, employment skills, knowledge, abilities, education, current educational competency level, employability given current skills, physical or mental conditions that limit the ability to participate, need for supportive services and local labor market conditions.
Barriers	Temporary or long-term personal or other problems/issues that interfere with participation, employment, or job search.
Contractor	An organization selected to enter into an agreement with the County to provide services pursuant to this Contract, and assume the other responsibilities delineated under "Contractor Responsibilities."
Demand Occupation	An occupation with a projected labor market growth rate of 25% or more within a given county.
DOL	The acronym for the United States of America's Department of Labor.
EDD	The acronym for Employment Development Department for the State of California.
ETPL	Eligible Training Provider List. Statewide listing of training providers and the services they offer.
Fee for Service(s)	An agreement to pay a specified price for the delivery of specific supplies or services. The price is not subject to any adjustment on the basis of the Contractor's cost experience in performing the Contract. See Performance Based Payment.
Hard to Employ	The "hard to employ with demonstrated poor work histories" is defined as those participants with no more than 13 weeks of consecutive full time (FT) unsubsidized employment with the same employer in the past twelve calendar months. Full time employment is described as forty- (40) -hours per week.
HSS	The acronym for (County of San Bernardino) Human Services System.
ISP	Individual Service Plan: An individual plan that is completed for each participant by the Contractor that includes appropriate achievement objectives, appropriate sequence of training services and the need for supportive services.
JESD	The acronym for the County of San Bernardino's Jobs and Employment Services Department.

Term	Definition
Job Readiness/ Retention Services	Services designed to provide participants with the skills and/or support that are necessary for a healthy and secure personal and family environment. These skills include, but are not limited to, self-esteem building, personal and family budgeting, interpersonal communication skills, parenting skills, anger management, conflict resolution and non-medical substance abuse counseling and other non-medical related services.
Labor Market Information	Where and what type of jobs are in a region, a forecast of future job growth, and the qualifications needed to fill expected job openings.
LWIA	The acronym for the Local Workforce Investment Area. A geographical area within the State of California designated by the Governor for which one entity is identified to address employment and training needs, receive funds, and coordinate program delivery.
LWIB	The acronym for the Local Workforce Investment Board otherwise referred to as the San Bernardino County Workforce Investment Board.
Minor Child	An individual who has not attained 18 years of age, or has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training).
Non-Custodial Parent	The unaided parent of a minor child receiving TANF assistance.
Participant	An individual, whom has been determined eligible to participate in and who is receiving services under a program or Contract authorized by JESD. The word "participant" may be used interchangeably with the word "recipient".
Performance Based Payment	A specified total price for the delivery of services. The total payment is divided into two or more "benchmark" payments tied to the performance of the Contractor or participant. All benchmarks must be satisfactorily accomplished before the final payment is made.
PRWORA	The acronym for the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law (P. L.) 104-193, which established the TANF Program.
Program Costs	The necessary and allowable costs directly related to the provision of services associated with the training of eligible participants.
Recipient	A recipient of services from JESD. The word "recipient" may be used interchangeably with the word "participant".
Request for Proposals (RFP)	The document used to solicit a solution or solutions from potential Contractors for a specific problem or need. Although price is important, originality and effectiveness of the proposal, location, and the background and experience of the proposer are evaluated in addition to the proposed price.
Service Provider	A public agency, private nonprofit organization, or private-for-profit entity that delivers educational, training, employment or supportive services to JESD participants. Used interchangeably with "Contractor."
Special Needs	Individuals identified as being very low functioning adults and/or having a physical, mental, or learning disability, substance abuse problems, or limited English proficiency.
Subsidized Employment	Direct employment with a wage subsidy.
Supportive Services	Services which are necessary to enable a participant, who cannot afford to pay for such services, to participate in a training program. Payment may be provided for transportation, child care, health care, and other reasonable expenses required for participation in the training program and may be provided in-kind or through cash assistance.

Term	Definition
SWIB	The acronym for the State Workforce Investment Board. This board is established by the Governor of California to assist in the development of the State Workforce Plan and provide continuous improvement of the statewide workforce investment system.
TANF	An acronym for Temporary Assistance for Needy Families under which CalWORKs is administered. Formerly known as Aid to Families with Dependent Children (AFDC).
Unsubsidized Employment	Direct employment without a subsidy from JESD or other government agency.
Welfare-to-Work Plan	A plan developed by HSS staff with the participant based on the participant's assessment. The plan includes specific work activity assignments, the number or hours of participation, and services required that would move the participant into sustained employment. Approved work activities may include subsidized or unsubsidized employment, on-the-job training, job search and job readiness assistance, community service and work experience, and vocational and/or educational training.
WIA	The acronym for the Workforce Investment Act of 1998. H.R. 1385, the Workforce Investment Act of 1998 (WIA), was signed by President Clinton and enacted into law as P.L. 105-220 on August 7, 1998. This comprehensive reform legislation supersedes the Job Training Partnership Act (JTPA) and amends the Wagner-Peyser Act (Title III). The WIA also contains the Adult Education and Family Literacy Act (Title II), the Rehabilitation Act Amendments of 1998 (Title IV), and the General Provisions contained in Title V of the Act. This federal legislation provides funds from which various JESD programs are derived. Also referred to as the "Act."
WtW	An acronym for Welfare-to-Work.

IV. COUNTY RESPONSIBILITIES

The County shall:

- A. Complete WIA eligibility determination based upon eligibility criteria defined in the NW-RTC Grant.
- B. Complete all state required forms, reports, and JTA computer entries to enroll and track program participants and outcomes.
- C. Refer eligible participants to assessment services.
- D. Insure the necessary supportive services (if available through the JESD) are arranged and provided to the participant.
- E. Refer participants to the Contractor for services using the JESD 730 Referral Form.
- F. Work closely with the Contractor's staff to ensure that participants are successful in their program.

V. CONTRACTOR RESPONSIBILITIES

A. Contracted Services

The Contractor agrees to provide the NWI-RTC participants with the designated training and other applicable services stated in this Contract.

Beginning August 1, 2003, SBCCD will provide courses leading to an Associate of Science (A.S.) Degree, with a major in nursing, to ten (10) NWI-RTC participants who meet the Nursing Program prerequisites.

Beginning January 1, 2004, SBCCD will provide courses leading to an Associate of Science (A.S.) Degree, with a major in nursing, to ten (10) additional NWI-RTC participants who meet the Nursing Program prerequisites.

Beginning January 1, 2004, SBCCD will provide courses leading to an Associate of Science (A.S.) Degree, with a major in nursing, to five (5) NWI-RTC licensed vocational nurses who meet the Nursing Program prerequisites.

SBCCD will provide the Clinical Instructor, Lab Assistant and training supplies for the Nursing Program instruction.

The selected students will be referred to the following location for NWI-RTC enrollment:

Employment Resource Center of San Bernardino County
San Bernardino Branch
646 N. Sierra Way
San Bernardino, CA 92415

B. Minimum Qualifications

NWI – RTC service providers must meet one of the following criteria in order to provide training services through this Contract:

1. Provider is a postsecondary institution eligible under Title IV of the Higher Education Act and offering programs leading toward an associate degree, baccalaureate degree or certificate [WIA Section 122(a)(2)(A)]. Completed applications received for these programs shall be determined initially eligible.
2. Programs that are registered under the Act of August 16, 1937 (National Apprenticeship Act), or provide on-the-job training in the construction industry in accordance with WIA Section 122(h)3, and are approved by the Bureau of Apprenticeship and Training (BAT), for those programs that operate in California under the jurisdiction of BAT, and have a certificate of approval from the California Apprenticeship Council. Completed applications filed under this provision shall be determined initially eligible.
3. Provider must be accredited by an institution recognized by the federal Department of Education [WIA Section 122(a)(2)(C)];
4. Institution must be approved by the California Department of Education [WIA Section 122(a)(2)(C)];

5. Institution must be approved by the Chancellor's Office of the California Community Colleges [WIA Section 122(a)(2)(C)];
6. Institution must have approval, registration, or exemption of the program by the Bureau of Private Postsecondary and Vocational Education (BPPVE) [WIA Section 122(a)(2)(C)].

C. Program Operation

1. The Contractor shall develop, implement, and maintain written program and fiscal procedures covering all aspects of the service(s) provided under its program.
2. The Contractor shall maintain the ability to enroll and provide referred participants the prescribed service(s) as specified in this Contract.
3. Prior to program enrollment and referral to appropriate NW-RTC activities, SBCCD will conduct an orientation for all potential participants. SBCCD will provide the following:
 - a. A detailed description of the services offered by NW-RTC partners and JESD participation requirements.
 - b. A schedule of program activities, program goals, and work assignments and schedules.
 - c. Information on labor laws, attendance, accident-report procedures, civil rights, health and safety, sexual harassment, and cause for termination.
 - d. A description of available stabilization services and how SBCCD will assist the participant in accessing those services.
 - e. Information about mandatory triage assessment to be conducted by Testing 1-2-3 Assessment Services.
4. Issue a certificate upon successful completion of the Nursing Program.
5. Provide or supply the necessary facilities, equipment, tools, instructional aids, materials, books, supplies, and other related items unless otherwise specified.
6. Use a reporting system to track the participants through the program including the participant's name, social security number, program enrollment date, expected completion date, twelve months post program employment and wages.
7. Maintain communication with JESD throughout the term of the Contract.
8. Utilize every effort and available services (tutoring, counseling, etc.) to keep the participant enrolled in the program and meet the performance standards specified in the Contract.
9. Complete program performance reports and submit them to the JESD Administration offices as requested.
10. Assist participants in obtaining their registered nursing licensure.

D. Maintenance of Records

1. Records in their original form shall be maintained on file to comply with requirements prescribed by JESD with respect to all matters covered by this Contract. Such records shall be retained for a period of three (3) years after termination of this Contract, or until all other

pending matters are completed. "Pending Matters" include, but are not limited, to: audit, litigation, investigation, or other actions involving records. If this is the case, the Contractor will retain the records until the resolution of such matters is completed.

2. Participant records required to be maintained by the Contractor shall include, but are not limited to, the following documents: JESD 730 referral form, intake/orientation form, case notes, attendance and progress records, complaint and grievance procedures, school policies, training information and schedules, class sign-in sheet, competency tests, certificate of completion, and other JESD required forms.
3. Participant records are required to be maintained by the Contractor in a locked office, locked file cabinet or similar locking storage device.
4. The Contractor shall maintain personnel files for all persons responsible for delivery of services under this Contract, which, at a minimum, shall contain job descriptions, evidence of experience, and qualifications for the performance of work under this Contract. These files shall be available for monitoring by the County.

E. Maintenance of Licenses and Permits

1. The Contractor shall obtain all licenses and permits necessary for the performance of this Contract. The Contractor shall pay all normal fees for permits, licenses, inspections, or any other certification or service required in the performance of this Contract. The County is not permitted to waive any fees for services, unless allowed by law, and then, only at the County's discretion. The Contractor agrees to maintain in effect for the duration of this Contract all required licenses and permits. The Contractor will notify the County immediately of loss or suspension of any such licenses, permits, or certifications.
2. The Contractor shall hire and/or assign only those persons with the appropriate qualifications, experience and competency to perform tasks and activities identified in the Contract.

F. Subcontracts and Sub-agreements

1. The Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from JESD. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
2. The Contractor, using another party to provide services under this Contract, shall document such services with a subcontract. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:
 - a. H.R. 1385, the Workforce Investment Act of 1998 (WIA).
 - b. Stipulation to meet all insurance requirements and hold the County harmless as a result of subcontracting.
 - c. Training/retraining and other applicable services to the participants.
 - d. Confidentiality of information pertaining to participants.

- e. Method of payment to subcontractors.
- 3. Copies of all subcontracts must be forwarded to the County within seven (7) days after their execution. The Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment. In addition, the Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these subcontracts.

G. Failure to Perform

The Contractor assumes full responsibility for performance of this Contract and any sub-agreements executed pursuant to or funded under this Contract, and hereby agrees to indemnify the County for the failure, or non-performance or default of any of its subcontractors. Further, the Contractor assumes full liability and agrees to reimburse the County for the Contractor's or any of the subcontractor's failure to comply with any term or condition of this Contract.

H. Non-Duplication of Service

- 1. Funds provided under this Contract shall only be used for training/services that are in addition to those which would otherwise be available in the LWIA area in the absence of such funds.
- 2. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state, or local county sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals

VI. PERFORMANCE REQUIREMENTS

A. Program Performance

To ensure effective utilization of funds, the County, on a periodic basis, shall review the Contractor's performance. The review will determine if the performance requirements are being met. Depending on the outcomes of the review, referrals made to the Contractor may stop or be temporarily suspended. The following performance measures will apply to the Contractor:

- 1. Credential/License Rate: 86% of the participants who complete any training program specified in the grant shall obtain a credential or license.
- 2. Entered Employment/training related: 82% of the participants who were unemployed or were incumbent workers at registration, and are subsequently licensed after training, will be placed in unsubsidized positions within the field for which they were trained. Such placements shall be measured at any time up to and until 6 months prior to expiration of the Contract.
- 3. Employment Retention: 85% of the participants who were placed in accordance with #2 above shall have retained employment (not necessarily with the same employer) at the end of the third quarter after exit.

4. Earnings Change/Earnings Replacement: The participants who have retained employment at the end of the third quarter after exit shall have attained an earnings gain or replacement of at least \$4000 annually.

San Bernardino Community College District Planned Performance Goals

PERFORMANCE CATEGORIES	PERFORMANCE LEVEL
Credential/License rate	86%
Entered Employment Rate	82%
Employment Retention	85%
Earnings change at the end of the third quarter after exit	\$4,000 +

B. Correction of Performance Deficiencies and Termination

1. Failure by the Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event, the County may immediately terminate this Contract and take legal action and any other remedies available in law, in equity, or otherwise specified in this Contract to recover compensation.
2. If the contract is not otherwise terminated, the County may:
 - a. Serve a Notice of Intent to revoke approval of the Contract. In the absence of an appeal to the County, the revocation will become effective thirty (30) calendar days after issuance of the notice; and/or,
 - b. Afford Contractor a time period within which to cure the breach. This period shall be established at the sole discretion of JESD; and/or,
 - c. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach. The Contractor shall not be entitled to later recovery; and/or,
 - d. Withhold funds during the duration of the breach; and/or,
 - e. Offset against any monies billed by Contractor, but yet unpaid by County, those monies disallowed; and/or,
 - f. Impose liquidated damages, in increments of \$5,000, which will reduce the total reimbursable amount of the Contract by the amount(s) levied and not claimable by the Contractor. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of unacceptable or negligent performance of the Contractor as determined by the County. There is no limit to the number of adjustments the County may levy.
3. The County shall give the Contractor notice of any action pursuant to this subdivision. Notice shall be effective when given.

C. Suspension

Depending on the extent of non-compliance or lack of performance on the part of the Contractor, the County can decide to suspend all or part of the program operations for failure on the part of the Contractor. During the suspension period, the County has the right to withhold payments until the suspension is lifted. The notice shall set forth the specific reasons of suspension and the period provided for corrective actions. Within ten (10) business days from receipt of written notification, the Contractor shall reply, in writing, setting forth the corrective actions which will be undertaken in resolving the reasons for suspension, subject to JESD approval.

D. Contract Termination

1. Upon termination of the contract, Contractor will only be reimbursed for amounts properly expended prior to the date of termination. Contractor will not be reimbursed for costs incurred after the date of termination. All property purchased, documents, data, studies, reports and records prepared by the Contractor under this contract, and any property transferred from previous programs, including programs under CETA and/or JTPA, shall be returned to the County or disposed of, according to County's instructions.
2. In the event the Service Provider goes out of existence, copies of all records relating to the projects or activities that are the subject of this contract shall be furnished to the County.
3. The County may unilaterally suspend and/or terminate this Contract, upon written notice at such time and to such extent as funds are suspended or not made available to the County by the U.S. Department of Labor or the California State Job Training Partnership Department. In the event of such suspension or termination, the Contractor will be paid, up to the date of suspension or termination, for any amount that is properly expended by the Contractor as a result of the performance under this Contract.

VII. COMPLAINT AND GRIEVANCE PROCEDURES

The Contractor shall develop and maintain procedures to be used for resolving complaints with regard to terms and conditions of the participant's training or other applicable services and/or complaints/grievances arising in connection with JESD programs and activities. The procedures must include these steps:

Action:	Timetable For Resolution:
Complaint/grievance identified verbally and discussed by participant with: <u>Contractor's Instructor</u> (Position title)	Same day or within 24 hours maximum. If not resolved, go to next step.
Complaint/grievance identified in writing and discussed with: <u>Contractor's Program Coordinator</u> (Position title)	Same day or within 3 days maximum. If not resolved, go to next step.
Initial hearing on grievance: complainant, witnesses, Contractor, or representative meet to resolve grievance.	Within 7 days after receipt of written complaint. If not resolved, go to next step.
Action:	Timetable For Resolution:
Final hearing on grievance. All parties meet to resolve grievance.	Within 20 days of filing of grievance. If not resolved, go to next step.

All documents, procedures, and reports forwarded to JESD for appropriate actions.	Contractor will be notified of the actions taken by the JESD and resolution of the complaint; decision shall be made within 45 days of filing of grievance.
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VIII. FISCAL PROVISIONS

A. Designation of Fiscal Agent

1. The San Bernardino County Board of Supervisors is responsible and accountable for the receipt of WIA funding as well as outside funding from related funding streams or external sources.
2. The San Bernardino County Board of Supervisors has designated the Jobs and Employment Services Department as the fiscal agent with authority to make payments to vendors, approve vouchers, determine the share of cost to each party as appropriate, and to conduct other functions necessary to observe generally accepted accounting principles within local WIA administration.

B. Compensation

1. Funding of this Contract is subject to the continuing availability of funds provided to San Bernardino County from the Nurse Workforce – Regional Training Collaborative Grant as supported by the Governor's 15% discretionary Workforce Investment Act funds. JESD will inform SBCCD of any limitation of the availability of funds.
2. The compensation paid to SBCCD represents full payment for all services and expenses incurred by SBCCD under this Contract.
3. Compensation for services provided under this Contract is \$28,894 for Fiscal Year 2003-2004, \$57,789 for Fiscal Year 2004-2005 and \$14,447 for Fiscal Year 2005 – 2006. These amounts will be paid in monthly increments based upon the training supplies and salaries of the Clinical Instructor and Lab Assistant. Compensation for services provided under this Contract shall not exceed \$101,130 for the combined three fiscal years.
4. SBCCD shall invoice San Bernardino County for reimbursement of Clinical Instructor, Lab Assistant, and training supplies (syringes, catheters, IV solutions, dressings, etc).
 - a. Invoices are due by the 10th of each month.
 - b. Supporting documentation shall be attached to all invoices
 - c. All invoices along with supporting documentation shall be submitted to:

County of San Bernardino
Jobs and Employment Services Department
851 South Mt. Vernon, Suite 22
Colton, CA 92324
ATTN: Fiscal-NWI-RTC

C. Audit and Financial Reporting Requirements

1. Every Contractor receiving funds under a Contract awarded shall be required to submit financial reports and supporting documentation on schedules based in part on the type of service(s) for which the Contract is awarded. Subsequent financial audits or certified financial statements shall be reviewed for consistency with financial reports submitted periodically throughout the Contract period. Failure to submit accurate or timely financial reports may result in suspension of Contract funds, early termination of the Contract, and/or failure to extend the Contract.
2. Independent Audit Provisions
 - a. The County may require the Contractor to hire a licensed Certified Public Accountant (CPA) to prepare and file with the County, within a period of time specified in the Contract, after the end of each Contract period or other termination of the Contract, a certified fiscal audit of related program expenditures during the term of the agreement. Additionally, a program compliance audit may be required.
 - b. In accordance with Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations", non-federal entities that expend \$300,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provisions of this circular. The responsibility for securing the required audits will be that of the Contractor. The County is responsible for making sure that its Contractors comply with the Single Audit Act of 1984, Public Law 98-502, and the Single Audit Act Amendments of 1996, Public Law 104-156. County and city governmental entities should submit their audit reports to the State Controller. All other audit reports shall be sent by the date established in the circular to:

Single Audit Coordinator Audit and Evaluation Division
Employment Development Department
P.O. Box 826880, MIC 78
Sacramento, CA 94280-0001

A copy of the circular may be accessed on-line through the OMB Internet site at:

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

A hard copy of the circular may be ordered from the following:

Government Printing Office
Superintendent of Documents
Washington, D.C. 20402-9325

- c. Those Contractors not subject to Single Audit Act provisions, and receiving less than \$300,000 in funds under a Contract with the County/JESD, shall submit to JESD, within a specified time after the termination of each program year, an audit performed by a licensed Certified Public Accountant. The audit report must be conducted in accordance with generally accepted government auditing standards for financial and compliance audits and, accordingly, must include such tests of accounting records and such other auditing procedures as are considered necessary under the circumstances. The audit must specifically document receipt and expenditure of funds awarded under Contract with the County/JESD.

D. Year-End/End-of-Contract Report

Within ninety (90) days following the termination of this Contract, the Contractor shall submit the Year-End/End-Of-Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Contractor does not submit the Closeout within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and JESD payment records. All excess payments paid to the Contractor, but not expended, shall be returned to the County as a result of the Year-End/End-Of-Contract Financial Closeout Report.

IX. INDEMNIFICATION AND INSURANCE

A. Indemnification

The SBCCD agrees to indemnify and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of SBCCD in connection with this Contract.

The COUNTY agrees to indemnify and hold harmless SBCCD from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of COUNTY, its officers, employees, agents or volunteers in connection with this Contract.

In the event the COUNTY and/or SBCCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the agreement, the County and/or SBCCD shall indemnify the other to the extent of its comparative fault.

B. Insurance

The County and SBCCD are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. County and SBCCD warrant that through their programs of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's and SBCCD's performance of this agreement.

X. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS COMPLIANCE

- A.** The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto; Executive Order 11246, as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment, including laws and regulations hereafter enacted.
- B.** The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation, or disability. Information on the above rules and regulations may be obtained from the Department of Labor and Department of Justice websites.
- C.** The Contractor shall develop and maintain internal policies and procedures to assure compliance with each civil rights factor outlined by state regulation. These policies must be developed into a Civil Rights Plan. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. The Contractor may be

monitored by JESD for compliance with provisions of the Civil Rights Plan and must provide JESD with a copy of the Civil Rights Plan upon written request.

XI. GENERAL PROVISIONS

- A.** No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this Contract.
- B.** The Contractor shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship with JESD, the U.S. Department of Labor, State of California, LWIB or the County.
- C.** The Contractor will ensure no staff will conduct any activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.
- D.** No person or organization may charge an individual a fee for the placement or referral of such individual in a training program.

XII. RIGHT TO MONITOR AND AUDIT

- A.** The County, the State of California, the Office of the Inspector General, and the Comptroller General shall have the right to observe, monitor, and/or evaluate all conditions and activities in the Agreement, and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by the County. The Contractor shall give full cooperation in any auditing or monitoring conducted.
- B.** The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program including visits to all locations, offices, and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the JESD monitoring guide and the monitoring activities become part of the Contract requirements.
- C.** The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County, State, and Federal Government.
- D. Availability of Records**

- 1.** All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the County, Federal, and State representatives for a period of three years after final payment under the agreement or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit the Contractor, at the County's option, may be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

2. Records of the Contractor that do not pertain to the contracted program or service shall not be subject to audit unless provided for in another agreement.

E. Assistance by the Contractor

The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

XIII. ADDITIONAL REQUIREMENTS

A. Patents, Inventions and Copyrights

1. If any project produces patentable items, patent rights, and/or discovery, or inventions in the course of work under a Federal grant or agreement, the Contractor shall report the fact promptly and fully to the County.
2. The County, or the State's, representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, and/or royalty will be administered in order to protect the public interest consistent with the government policy.
3. The County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

B. Disallowed Costs

If any disbursements made under this Contract are determined to be a disallowed cost through monitoring, audit, investigation, or review of fiscal records, the Contractor shall be notified and given the opportunity to justify the questioned costs prior to the County's final determination of disallowed costs. If costs are found to be disallowed, reimbursement to the County of said amounts must be made within forty-five (45) days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount in accordance with the Department's Procedures on Audit Resolution (Rev. 2) of September 16, 1991.

C. Independent Capacity

In the performance of the Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

D. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall notify JESD in writing when there is a change in the primary point of contact. Contractor or designee must respond to County inquiries within two (2) County business days.

E. Change of Address

The Contractor shall notify the County in writing within ten (10) business days of any change in mailing address.

F. Contract Assignment

Without the prior written consent of the County, the Contractor is prohibited from assigning or transferring the proprietorship of this Contract to any other party either in whole or part.

G. Contract Amendments and Waivers

1. The Contractor agrees that any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract, and approved by the required persons and organizations. The County of San Bernardino retains the option to amend the Contract, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy.
2. The Contractor may request to amend the Contract, provided:
 - a. The request is in writing and signed by the Contractor or its authorized representative.
 - b. The request is subject to review and approval by the County.
 - c. No waiver of any provision of this Contract shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

H. Lawsuits

1. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
2. The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by a third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
3. Contractor and the County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against the County or the County against the Contractor on any

matter arising out of, or in any way connected with this Contract, relationship of Contractor and the County, or any claim of injury or damage, or the enforcement of any remedy under law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

I. Conflict of Interest

1. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. The Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
2. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State laws. In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the County and such conflict may constitute grounds for termination of the agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
4. Employment or Representation by Former County Administrative Officers
 - a. The Contractor agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
 - b. Inaccuracies or Misrepresentations. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

J. Nepotism

No relative by blood, adoption, or marriage of any executive, person in an administrative capacity, employee or volunteer of the Contractor shall be enrolled for services or training provided by the Contractor.

K. Confidentiality

1. Service Provider shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of WIA section 136 (f)(3), section 10850 of the Welfare and Institutions Code and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that all applications and records concerning any individual will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this contract.
2. The Contractor also shall require its officers, agents, employees, volunteers and any subcontractor to comply with the following; Privacy Act of 1974 (as amended), California Civil Code Section 1798.55, section 502 of the Penal Code and California Unemployment Insurance (UI) Code Section 2111.
3. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
4. The Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

L. Compliance with Laws and Regulations

1. The Contractor warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County of San Bernardino. The Contractor further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.
2. Examples of applicable laws, rules, or regulations include, but are not limited to, the following:
 - a. H.R. 1385, the Workforce Investment Act of 1998 (WIA).
 - b. The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, and California Work Opportunity and Responsibility to Kids regulations.
 - c. Any provisions made by the County, that were imposed upon the County by the State of California, with respect to application for funds under JESD administered programs.
 - d. County of San Bernardino JESD policies as set forth in the JESD's Request for Proposal, County of San Bernardino's Application for Eligible Training Provider List, and/or Application to Modify An Existing Agreement to Serve.
 - e. County of San Bernardino administrative procedures and technical assistance released in the form of field memorandums and policy manuals (where applicable).
 - f. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).
 - g. Davis-Bacon Act of 1931 and Fair Labor Standards Act of 1938, as amended.

- h. Hatch Act of 1939, as amended October 1993 and California Political Reform Act of 1974.
- i. Equal Pay Act of 1963.
- j. Age Discrimination Act of 1975, and Age Discrimination in Employment Act.
- k. Military Selective Service Act, Section 3.
- l. Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
- m. Title IX of the Education Amendment of 1972 (Non-Discrimination on the Basis of Sex).
- n. Immigration Reform and Control Act of 1986.
- o. Executive Order 12549 (Debarment, Suspension, and Exclusion).
- p. Child Labor Laws in California; Child Labor Standards Act; Family and Medical Leave Act of 1993; Assembly Bill 1900 of January 1995: Employment of Minors.
- q. Drug-Free Workplace Act of 1988.
- r. Anti lobbying and Disclosure of Lobbying Activities.
- s. Pro-Children Act of 1994-Contractor will comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

M. Environmental Regulations

1. EPA Regulations - If the amount awarded to Contractor under the Contract exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
2. State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

N. Recycling

Contractor shall use recycled products whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

O. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) business day, in writing and by telephone.

XIV. CONCLUSION

This Contract is the full and complete document describing services to be rendered by Contractor to JESD including all covenants, conditions, and benefits.

The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, on the day, month and year written.

-END OF CONTRACT-

COUNTY OF SAN BERNARDINO

San Bernardino Community College District
(Print or type name of contractor)

► _____
Dennis Hansberger, Chairman, Board of Supervisors

By: ► _____
(Authorized signature)

Dated: _____

Name: Raymond G. Eberhard
(Print or type name)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title: Business Manager
(Print or Type)

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By: _____
Deputy

Address: 114 S. Del Rosa Drive

San Bernardino, CA 92408

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► _____
County Counsel

► _____

► _____
Department Head

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By